



General Release and Waiver for Volunteers in San Bruno's Operation Clean Sweep

We live in an age of litigation. Therefore, before you can participate in Operation Clean Sweep, our lawyers require us to require you to read the following information and then sign the Release and Waiver on the other side of this page. The Release and Waiver imposes obligations on you and limits your legal rights, so you must understand it fully before you sign. If you should have any questions, please ask us before you sign.

Safety -- In order to clean up our City, we may be using equipment, such as litter-grabbers, plastic bags, latex gloves and other equipment. Mishandling or misusing these items could cause you injury, and it is possible that you may have an allergy to latex which could cause a severe reaction. You may also be working in streets where cars are moving, and you will likely be leaning over, cleaning gutters, stepping on and off curbs, etc. You will be given common-sense instructions before heading out, but ultimately responsibility for safety is yours.

Personal Injury -- If you are injured while a volunteer for the City, you will be covered by Workers Compensation, as authorized by California Labor Code Sec. 3363.5 and San Bruno Municipal Code Sec. 5.16.140. Workers Compensation is 'no fault'. This means you will receive benefits no matter who was at fault for the accident. These benefits include medical care, temporary disability benefits, and permanent disability benefits, if necessary. The City pays for this coverage; there is no cost to you as a volunteer.

However, because you are covered by Workers Compensation, should you be injured, state law does not allow you to sue the City for your injury. You also agree to release the City of San Bruno and all its employees and officers, and you waive all claims against them for personal injury (including death) incurred as a result of the negligence of any employee, agent or servant of the City of San Bruno during your involvement with the Operation Clean Sweep project.

Personal Property Damage -- The environment in which we will work may damage your personal property, especially your clothing. If your property is damaged, you agree to hold the City harmless. This means you will not file any claims against the City for any personal property damage related to your volunteer work for Operation Clean Sweep, even if the damage is caused by the negligence of a City employee. We strongly urge you to use common sense and care.

Please continue reading and sign your name on the other side

Injury to Third Persons and Their Property -- In addition to your own safety and that of other volunteers, we want you to take every step possible to protect the safety of other residents and visitors to our City. You must take every reasonable precaution to prevent injury to others and to prevent damage to their property. If such injury or damage does occur, you agree to indemnify

the City. This means that, if the injured party sues the City, you will reimburse the City for any money paid out to the injured party.

General Release and Waiver

I have read the information sheet and the above background to the Volunteer's Release and Waiver and each paragraph contained therein. I understand all the provisions in the Release and Waiver. I understand that I am eligible for Worker's Compensation benefits, but I will not under any circumstances receive any other type of compensation. I further understand that accidents and injuries can arise out of the event. Knowing the risks, nevertheless, I hereby agree to assume those risks and to release and to hold harmless all of the persons or agencies mentioned below who, through negligence or carelessness, might otherwise be liable to me or my heirs or assigns for damages. I hereby release the City of San Bruno and all its employees and officers and waive all claims against them for personal injury (including death) and/or property damage, including such injury and/or damage incurred as a result of the negligence of any employee, agent, servant, or volunteer of the City of San Bruno. It is further understood and agreed that this waiver, release and assumption of risk is to be binding on my heirs and assigns. I also hereby agree to indemnify the City of San Bruno against any claims made by third parties against the City due to my intentional or negligent acts.

Date_____

Signature of Volunteer (If you are under 18, you must
also have a parent or guardian sign below.)

Print Name

Street Address

Daytime phone number

Signature of Parent or Guardian